

regulations, or litigation with outside parties require that said products be reduced further, Licensee shall bear full cost of purchase and installation of additional filters for both facilities.

(f) Licensee agrees that all equipment has been inspected to determine if any components in the equipment (i.e., capacitors, transformers, or load resistors) are oil filled. If any oil filled components are discovered, the Licensee shall provide letters of verification either from the equipment manufacturer or the manufacturer of the oil filled components, indicating that said components do not contain Poly Chlorinated Biphenyls (PCBs). No equipment or components containing PCBs will be allowed on the Licensor's Premises without express written approval.

(g) Licensor warrants that it will not permit future licensees who may install subsequent to the commencement date of this Agreement, to cause physical or electronic interference with the frequency and normal operations of Licensee. To the extent that Licensee's operations are not within its licensed parameters, this protection from co-located interference will not be applicable.

Licensor further specifically and exclusively grants frequency protection to Licensee for all present and future channels granted by the Federal Communications Commission in the non-wireline category of Cellular mobile telephone operations.

SECTION 4.                    REPLACEMENT OF EXISTING EQUIPMENT, as described and depicted on EXHIBIT "A"

Should any future modification, change, replacement, addition or improvement be required by Licensee with respect to any aspect of the installation or type of Equipment installed in Licensee's Building, such modification, change, replacement, addition or improvement may be made without consent of Licensor. All additions (and/or deletions) to Licensee's Equipment mounted on the Tower will be governed by the tower's structural constraints, the License Fee Schedule contained in EXHIBIT "E", and may be made only upon written consent of Licensor, which consent shall not be unreasonably withheld.

Any change of equipment must be accomplished within the then existing loads and stress parameters of the Tower structure. Upon completion, Licensee shall furnish Licensor with a comprehensive report by a mutually acceptable and fully qualified authority. The completion report shall confirm that installation was performed in precisely the manner and with the equipment to which consent was given, without any change whatsoever (unless such change had the prior written consent of Licensor).

SECTION 5.                    COMPLIANCE WITH THE LAW AND MAINTENANCE OF TOWER AND BUILDING

(a) Licensee shall comply with all applicable laws, rules and regulations, township, local, state and federal, in connection with the installation, maintenance, use and operation of its Equipment.

(b) Licensor shall comply with all applicable laws, rules and regulations, local, state and federal, in connection with its maintenance of the Premises including, without limitation, the Tower. In furtherance thereof, Licensor shall maintain the Tower in a good state of repair and in good operating condition, including lighting as required by the FAA and the FCC, and the furnishing of reasonable security, and shall comply with the standard set in the most current version of the "EIA" Standard RS-222A, "Structural Standard for Steel Antenna Tower and Antenna Supporting Structures".

(c) Licensor shall conduct periodic routine Tower inspections and any such other inspections as may be required in order to comply with all aforesaid laws, rules, regulations and standards. Licensor shall require such reports to be in writing stating the checks made, discrepancies found, and maintenance recommended.

SECTION 6.

TERM AND RENEWAL OPTION

(a) Subject to the terms and conditions hereof including Exhibit "E" attached hereto, the Term of this License shall commence October 15, 1988, and expire December 31, 1997. There will be one (1), five (5) year renewal period, exercisable in writing from Licensee to Licensors, not later than June 1, 1997.

(b) Licensors lease the PREMISES pursuant to a lease agreement (the "Primary Lease") dated November 30, 1987 with Wildwood Canadian Campground, Inc. (the "Landlord"), a true, correct and complete copy of which is attached hereto as Exhibit "H". Licensors represents and warrants to Licensee that the Primary Lease has not been amended and is in full force and effect as of the date hereof.

The parties agree that Licensors will negotiate with the Landlord to lease additional land as contemplated by this License Agreement and to obtain Landlord's approval of this License pursuant to Article 12 of the Primary Lease.

Licensors agrees to give Licensee immediate notice of any notice delivered to Licensors pursuant to Articles 8, 9 or 10 of the Primary Lease. Upon receipt of such notice, Licensee shall have the right to cure any default contained in such notice if Licensors fails to promptly undertake such cure. In the event Licensee cures any such default, Licensee's costs and expenses, to effect such cure including attorney's fees and expenses shall be credited against all License Fees hereunder.

Licensors further agrees to exercise the option granted in Article 13 of the Primary Lease upon request by Licensee.

SECTION 7.

LICENSE FEE

Fees for the Facilities covered by this License are reflected on EXHIBIT "E".

License Fees will be payable monthly, in advance, to TOWER ECONOMICS COMPANY, INC., 2015 Stone Ridge Lane, Villanova, Pa. 19085.

SECTION 8.

PRE-PAYMENT/SECURITY DEPOSIT

Licensee shall pay to Licensors, in advance, the License Fee for the last month of the License Term.

Licensee, in addition to other monies payable in advance hereunder, shall deposit with Licensors, the equivalent of one month's License Fee as a Security Deposit. Said Security Deposit shall be held by Licensors, without liability or interest, as security of the faithful performance by Licensee of all terms, covenants and conditions of this License Agreement by Licensee to be kept and performed during the term (or renewal term) of this Agreement, and will be returned to Licensee at the expiration of this Agreement, if Licensee has faithfully performed as required herein.

SECTION 9.

CANCELLATION PRIVILEGE

Notwithstanding anything herein to the contrary, during the "Construction Period" defined as eighteen (18) months commencing June 24, 1988, in the event the Federal Communications Commission (FCC) revokes, rescinds, withdraws or cancels the Construction Permit referred to in the third WHEREAS clause of this Agreement, this Agreement shall immediately terminate upon thirty (30) days prior written notice by Licensee. Licensors shall retain all security deposits as provided herein.

SECTION 10.

ADDITIONAL LICENSE FEES

(a) Definitions - for the purpose of this Section.

(1) "BASE YEAR" shall mean calendar year 1989.

(2) "BASE FEE" shall mean the fixed annual minimum fee for each year during the Initial Term of this License and extensions thereof.

(3) "TAXES" shall mean real estate taxes, special land extraordinary assessments, the governmental levies imposed upon or with respect to the Tower and the land, and structures of which the Tower and the Building(s) are a part, and any similar tax imposed in addition to, in substitution for, or in lieu of such Taxes.

(4) "INSURANCE" shall refer to liability, casualty insurance, fire insurance with extended coverage or any other usual insurance coverage maintained by Licensor and in effect on the Tower on the first day of the Base Year.

(5) "MAINTENANCE" shall mean, but not necessarily be limited to, the cost of tower member adjustments, painting, lighting, inspections, bolt tightening, and replacements of the foregoing during the term of this License. Excluded from the above are alterations to the tower which are specifically earmarked to create additional capacity for handling a greater number of tower tenants.

(6) "SECURITY" shall mean the cost of supplemental fencing, alarm systems, security patrol guard service to prevent vandalism, sabotage, labor violence, etc., should same be required by circumstances existing at any time during the term of this License.

(7) "PRO-RATA SHARE" shall be determined at the commencement of each year during the term of this License and shall mean the percentage of Licensee's annual minimum fee to the total annual minimum fee then due Licensor from all Tenants or users of the Tower including Licensee, over comparable periods of time. The determination of Licensee's Pro-rata Share shall be calculated upon the assumption that Licensor's fee is equal to that of Licensee.

(b) Commencing with the 1990 calendar year and continuing through the term hereof, Licensee shall pay as Additional Fees for each License Year, its Pro-rata Share of the increase, if any, of the total amount paid by Licensor for Taxes, Insurance, Maintenance and Security for the Base Year.

(c) The payment of the Additional Fee shall be made in a lump sum following the end of each applicable fiscal year, within sixty (60) days after the presentation of a bill from Licensor to Licensee, accompanied by a certification as to the amount due prepared by Licensor, and such other documentation as may be reasonably necessary to enable Licensee to determine the accuracy of the payment.

(d) Notwithstanding subsections (a) to (c), no Additional Fee shall be due for the period through December 31, 1989 and thereafter, Licensee's Pro-rata Share shall not exceed 25%, as defined in paragraphs 3, 4, 5 & 6 above, as long as Licensee's equipment complement remains substantially the same as it was on Commencement Date.

#### SECTION 11. UTILITIES

Licensee shall pay for the installation of and service from all utilities used by Licensee on the Premises, including but not limited to, electricity, and telephone service. Licensee shall make such payment directly to either the utility company or supplier of such utility. (See Exhibit "E", Paragraph "E".)

Subject to approval of Township authorities and Licensor, Licensee may install an emergency power generator, however, the generator must be located outside Licensee's Building in a position to be designated by Licensor. No above ground fuel tanks shall be permitted. Additional rent for such additional space shall be negotiated.

## SECTION 12.

### CONDEMNATION

(a) Any condemnation of any parts of the Premises not preventing enjoyment of Licensee's rights hereunder shall have no effect on this License. If such enjoyment is adversely affected, there will be an equitable adjustment of license fees, and in any case, Licensor shall collect entire award, and shall carry out any physical restoration of the balance of the Premises required to continued exercise of Licensee's rights hereunder.

(b) If such condemnation prevents enjoyment of Licensee's rights hereunder, this License shall be terminated and parties shall be free to make and prosecute claims against condemning authority for their respective damages.

## SECTION 13.

### SALES, ASSIGNMENTS, CANCELLATION PRIVILEGES

(a) If Licensor shall sell or otherwise dispose of the Premises or Tower, Licensor shall thereafter be automatically freed and relieved of all liability on the part of Licensor contained in this License thereafter to be performed, provided that upon such conveyance the grantee shall expressly assume, subject to the limitations of this section, all the covenants, agreements and conditions in this License contained, to be performed on the part of Licensor, it being intended that the covenants and agreements contained in this License on the part of Licensor shall, subject to the aforesaid, be binding on Licensor, its successors and assigns, only during and with respect to their respective successive periods of ownership.

(b) Notwithstanding anything to the contrary contained herein, if (i) the FCC broadcast license to operate the Rio Grande Cell is transferred or (ii) the control of Licensee's facilities is transferred as the result of the transfer of all or substantially all of its assets or the transfer of more than 50% of its equity interest, Licensee or the successor or transferee from the License of the assets thereof or the aforesaid License must transfer this License Agreement to new Licensee with all terms and conditions remaining intact. Such transfer is subject to transferee having first obtained the consent of the appropriate Federal agencies to become the assignee of the broadcast license, and assumes all of the obligations of Licensee hereunder.

Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to a current equity interest holder without Licensor's prior written consent.

In all other respects, if License is not terminated, the terms and provisions of this License shall remain in force and effect, and unmodified except that Licensee shall have no further options to terminate this License pursuant to Sections 9 and 13.

## SECTION 14.

### EQUIPMENT AND TRADE FIXTURES

Licensee may from time to time, upon receipt of prior written consent of Licensor, which consent may not be unreasonably withheld, during the term of this License, install equipment and trade fixtures of various kinds and descriptions in its Building for the purpose of serving a growing customer count. At the termination or expiration of this License or extensions thereof, Licensee shall be entitled to remove any and all of such equipment and trade fixtures. Licensor shall have the right to require Licensee, within sixty (60) days after the expiration of the term, to remove any or all such equipment and trade fixtures, at Licensee's sole expense.

In the event Licensee fails to remove Licensee's Equipment or trade fixtures within sixty (60) days of the expiration or sooner termination of this Agreement, and subject to the then current rental payments, any or all of Licensee's Equipment or trade fixtures not so removed shall, at Licensor's option, become the exclusive property of Licensor or be disposed of by Licensor, at Licensee's sole cost and expense, without further notice to or demand upon Licensee. If Licensee's Equipment or trade fixtures are not

removed as and when aforesaid, Licensee shall indemnify Licensor against loss or liability resulting from the delay by Licensee in so removing its Equipment or trade fixtures including, without limitation, the claims made by any succeeding licensee founded on such delay.

SECTION 15. SURRENDER OF LICENSEE'S BUILDING

Upon expiration or termination of this License for any reason, as provided under the terms of this License, Licensee's Building reverts to the sole ownership of Licensor, if such Building is a permanent structure; i.e., concrete, brick, cinderblock, etc., and assuming that the structure is desired by Licensor to be left by Licensee. If its existence is not desired, then it shall be removed at the sole cost of Licensee and the area restored to substantially the same condition just prior to the Licensee's taking possession.

SECTION 16. ACTS OF GOD AND FAILURE OF SERVICE

(a) Licensor shall incur no liability to Licensee for failure to furnish space, as provided herein, or the rendition of any service, if prevented by wars, fires, strikes or labor troubles, accidents, Acts of God, acts by the City, State, Federal and/or other governmental authorities, unavoidable delay or other causes beyond its control, involving the partial or total destruction of the real property, or the Tower, provided that Licensor shall use its best efforts to replace and restore damaged or destroyed elements thereof and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, Licensor shall at its option, to be promptly exercised, either (a) terminate this License, or (b) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible. During only the period in which Licensor by reason of any such loss or damage shall be unable to furnish space or render any service, the fee payments shall be suspended, but otherwise the covenants and agreements of Licensee under the terms of this License Agreement shall be in full force and effect.

(b) Licensor shall not be liable for any damage, cost, compensation or claim arising out of any act or omission resulting in inconvenience, annoyance, interruption of transmission and loss of revenue resulting in the necessity of repairing or replacing any portion of the Premises (including the Tower), the interruption in the use hereof or the termination of this License by reason of the destruction thereof. However, if Licensor terminates this License as provided in this Section 16 and within two (2) years from the date of such notice of termination reverses its decision and elects to rebuild the Tower, it shall give Licensee prompt written notice of its decision in the manner provided hereunder for giving notices. The notice shall be accompanied by a set of plans and specifications for the proposed Tower. The Licensee shall have the option for ninety (90) days after receipt of the notice, upon giving written notice to Licensor, to elect to reinstate this License effective upon the construction of the Tower upon all the same terms and provisions contained herein.

(c) Licensor shall proceed promptly with such rebuilding and shall keep Licensee informed of its progress. If Licensor fails to complete the construction within eighteen (18) months from the date of the notice given by Licensee pursuant to sub-paragraph (a), Licensee, at any time thereafter, shall have the option to cancel its decision in which event Licensee shall not be obligated to occupy space on the rebuilt Tower.

SECTION 17. FAILURE TO COMPLY

In the event of the failure of Licensee promptly to perform any of the covenants, terms or conditions of this License, Licensor may go upon the Premises, upon prior written notice, and perform such covenants, terms and conditions with the cost thereof, at the sole option of Licensor, to be charged to Licensee as additional and delinquent license fees.

SECTION 18.

DEFAULT, SURRENDER, ETC.

(a) If any one of the following events (each of which is herein sometimes called an "event of default") shall happen:

(i) If default shall be made by Licensee in the due and punctual payment of any fees or any sums required to be paid by it under this License when and as the same shall become due and payable, and such default shall continue for a period of thirty (30) days after notice thereof from Licensor to Licensee;

(ii) If default shall be made by Licensee in the performance of or in compliance with any of the other material covenants, agreements, terms or conditions contained in this License on the part of Licensee to perform, and such default shall continue for a period of forty-five (45) days after notice thereof from Licensor to Licensee, provided the Licensee's time to cure such default shall be extended for such additional time as shall be reasonably required for the purpose if Licensee shall proceed with due diligence during such forty-five (45) day period to cure such default and is unable by reason of the nature of the work involved or by unavoidable delays to cure the same within the same forty-five (45) days and if such extension of time shall not subject Licensor to any civil or criminal liability or to any fine or penalty;

(iii) If Licensee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent or take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal or state law or regulation, or if any proceeding shall be taken by Licensee, under any relevant bankruptcy act in force in any jurisdiction available to Licensee, or if Licensee shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties or of the Premises, or shall make any general assignment for the benefit of creditors; or

(iv) If a petition shall be filed against Licensee seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state statute, law or regulations, shall remain undismissed for any aggregate of one hundred and twenty (120) days, or if any trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties shall be appointed without the consent or acquiescence of Licensee and such appointment shall remain unvacated for any aggregate of one hundred & twenty (120) days;

Then, and in any such event, Licensor at any time thereafter may give notice to Licensee specifying one or more such events of default and stating that this License and the term hereby demised shall terminate on the date specified in such notice, which shall be at least ten (10) days after the giving of such notice and upon the date specified in such notice, this License and the term hereby demised and all rights of Licensee under this License shall terminate.

(b) Upon the expiration of the term or termination in, accordance with any provisions of this License, Licensee shall quit and peaceably surrender the Tower to Licensor in good order and repair, reasonable wear and tear excepted.

(c) At any time or from time to time after such termination, Licensor may relet the Licensee's allotted Tower positions or any part thereof, in the name of Licensor or otherwise, for such term or terms (which may be greater than or lesser than the period which otherwise would have constituted the balance of the term of this License) and upon such conditions as Licensor, in its discretion, may determine and collect and receive the license fees therefor.

(d) Notwithstanding any other provision of the License, no default, nor any action taken by Licensor after default, shall affect the right of any bank having a secured interest in any assets of Licensee to cure the default, unless Licensor has given the bank written notice of the default and the bank has failed to cure the default within twenty (20) days thereof. Notice to the bank shall be sent to the address initially specified by the bank or any subsequent address given to Licensor in accordance with the notice provisions hereof.

SECTION 19.                    CONTINUING OBLIGATION

No termination of this License shall relieve Licensee of its previously accrued liability and obligations under this License and such liability and obligation shall survive any such termination. In the event of any termination, whether or not the Tower or any part thereof shall be relet, Licensee shall pay to Licensor the fees and all other charges required to be paid by Licensee up to the time of such expiration or termination of this License, and thereafter Licensee, until the end of what would have been the term of this License, in the absence of such termination, shall be liable to Licensor for, and on ten (10) days notice to Licensee shall pay to Licensor, as and for liquidated and incurred damages for default:

(a) The equivalent of the amount of license fees and any additional fee charges which would have been payable under this License by Licensee if this License had continued in effect, less

(b) The net proceeds of any reletting perfected after deducting all Licensor's necessary expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorney fees, alteration costs and expenses of preparing the Facility for such reletting.

SECTION 20.                    WAIVER

No failure by Licensor to insist upon the strict performance of any covenant, agreement, term or condition of this License or to exercise any right or remedy consequent upon a default by Licensee hereunder and no acceptance of full or partial license fees during the continuance of any such default shall constitute a waiver of any such default or of such covenant, agreement, term or condition; provided, however, that in no event shall the failure of Licensee to perform any covenant, agreement, term or condition of this License constitute a default hereunder unless such failure shall continue uncured for the applicable grace period, if any, and provided further, that acceptance by Licensor of any payment of fees shall not be deemed to be a waiver by Licensor of the default in having failed to pay the same except to the extent of the amount of such payment. Other than as stated in the immediately preceding provisos, no covenant, agreement, term or condition of this License to be performed or complied with by Licensee, and no default with respect thereto, shall be waived, altered, modified or terminated except by written instrument executed by Licensor. No waiver of any default shall otherwise affect or alter this License, but each and every covenant, agreement, term and condition of this License shall continue in full force and effect with respect to any other then existing or subsequent default with respect thereto.

SECTION 21.                    MEMORANDUM OF THIS LICENSE

At the request of either party, the parties shall execute, acknowledge and deliver at or after the time of execution of this License Agreement, in as many counterparts as may be requested by such party, a Memorandum of License.

SECTION 22.                    MECHANICS LIENS

If any mechanics, laborers or materialmen's lien shall at any time be filed against the Tower or Building as a result of either Licensor or Licensee's occupancy thereof, or which arises out of any

claim asserted against Licensor or Licensee, the party hereto against whom a claim exists giving rise to such lien shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If either party shall fail to cause such lien to be discharged during the period aforesaid, then, in addition to any other right or remedy, either party may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bounding proceedings. Any amount paid by a party (the "Paying Party") and all costs and expenses incurred by the Paying Party in connection with any such mechanics, laborers and materialmen's lien arising out of a claim asserted against the other party (the "Incurring Party") incurred by the Paying Party in connection therewith, together with interest thereon at the rate of ten (10%) percent per annum from the respective dates of Paying Party's making of the payment or incurring of such costs and expenses shall constitute additional amounts payable as fees by the Incurring Party hereunder.

#### SECTION 23. INDEMNIFICATIONS

Licensee shall indemnify and hold Licensor and its employees, agents, and other tenants, harmless from any and all liability, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against Licensor, and shall compensate Licensor for all damages sustained by Licensor, by reason of any of the following, occurring during the term of this License:

(a) Any acts or omissions of Licensee, or any of its agents, employees or contractors, or anyone authorized to act for or on behalf of any of them on or about the Premises, or any part thereof; or

(b) Any failure on the part of Licensee to perform or comply with any of the covenants, agreements, term or conditions contained in this License on its part to be conformed or complied with. Licensor shall give prompt written notice to Licensee of any claim asserted against Licensor which, if sustained, may result in liability to Licensor hereunder; but failure on the part of Licensor to give such notice shall not relieve Licensee from its obligation to indemnify or compensate Licensor as aforesaid except to the extent that Licensor's failure to give such notice results in actual loss or damage to Licensee. In case any action or proceeding is brought against Licensor by reason of any such claim, Licensee, upon written request from Licensor and at Licensee's expense, shall resist or defend such action or proceeding. Licensor will cooperate and assist in the defense of any such action or proceeding if requested to do so by Licensee. Licensor shall not agree to a settlement without Licensee's prior written approval.

Licensor shall pay and discharge and indemnify and save harmless Licensee against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys fees, which may be imposed upon or incurred by or asserted against Licensee, and shall compensate Licensee for all damages sustained by Licensee, by reason of any of the following, occurring during the term of this License:

(a) Any acts or omissions of Licensor, or any of its agents, employees, or contractors or anyone authorized to act for or on behalf of any of them on or about the Premises or any part thereof; or

(b) Any failure on the part of Licensor to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on its part to be conformed or complied with. Licensee shall give prompt written notice to Licensor of any claim asserted against Licensee which, if sustained may result in liability on Licensee hereunder; but failure on the part of Licensee to give such notice shall not relieve Licensor from its obligation to



indemnify or compensate Licensee as aforesaid except to the extent that Licensee's failure to give such notice results in actual loss or damage to Licensors. In case any action or proceeding is brought against Licensee by reason of any such claim, Licensors, upon written request from Licensee and at Licensors' expense, shall resist or defend such action or proceeding. Licensee will cooperate and assist in the defense of any such action or proceeding if requested to do so by Licensors. Licensee shall not agree to a settlement without Licensors' prior written approval.

#### SECTION 24.           INSURANCE

(a) Throughout the term of this License, Licensors shall keep the Tower continuously insured against such risks as are customarily insured against by businesses of like size and type. Licensors shall have absolutely no responsibility for damage to any Equipment of Licensee installed on the Tower or in Licensee's Structure (except to the extent arising from gross negligence of the Licensors), and the aforesaid coverage will not cover any such Equipment of Licensee.

(b) Licensee, at Licensee's sole cost and expense, shall insure their Facilities throughout the term of this Agreement against claims of personal injury and property damage, under a policy of general public liability insurance, including contractual liability endorsement, with such limits as may be reasonably requested by Licensors from time to time, but not less than One Million (\$1,000,000) Dollars with respect to bodily injury, death and property damage. Said insurance coverage shall be effected under an enforceable policy issued by an insurer of recognized responsibility licensed to do business in the State of New Jersey. The Policy shall name Licensors as additional insured. Said policy shall also include a provision requiring that the insurer give notice of cancellation to Licensors not less than thirty (30) days prior to such cancellation.

(c) If Licensee provides such insurance in the form of a blanket policy, Licensee shall furnish satisfactory proof to Licensors that such blanket policy complies in all respects with the provisions of this Agreement, and that the coverage thereunder is at least equal to the coverage which would be provided under separate policy covering only the Licensed Premises.

(d) Licensors shall be furnished with a certificate of such insurance coverage before any of Licensee's Equipment is installed on the Tower or on the ground of the Premises and thereafter annually on or before the annual anniversary of this Agreement.

(e) Licensors and Licensee release each other from any other claims, demands, losses or liability each may have against the other which arises as a result of any cause covered by insurance carried by either or under insurance required to be carried pursuant to this Paragraph.

(f) Licensee shall not take out separate insurance concurrent in form or contribution, in the event of loss, required to be furnished by Licensee hereunder, or increase the amount of any then existing insurance by securing an additional policy or additional policies, without including Licensors as insured party.

#### SECTION 25.           QUIET ENJOYMENT

Licensors covenants that this License shall be prior in interest to any mortgages or other liens created by Licensors in respect of the Cape May County Premises and/or the Tower and that Licensee on paying the applicable fees and performing the covenants herein contained, shall and may peacefully and quietly hold and enjoy the rights provided for in this License Agreement for the term hereof and subject to the provisions contained herein.

SECTION 26.

COUNTERPARTS, BENEFITS AND ALTERATIONS

This License shall be executed in two or more counterparts, and the counterparts shall constitute one and the same instrument. This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns subject to any provisions of this License to the contrary. This License constitutes the entire understanding between the parties hereto and may not be modified, altered, terminated, or discharged orally, but only by an agreement in writing signed by the parties hereto.

SECTION 27.

GOVERNING LAW

All questions regarding the validity, interpretation, performance and enforcement of the provisions of this License shall be governed by the Laws of the State of New Jersey.

SECTION 28.

LITIGATION

If either party brings legal action for the enforcement of this Agreement then the prevailing party shall be entitled to recover from the losing party its reasonable attorneys fees, including payment for in-house counsel's time, fees and other expenses, plus any applicable fees, together with costs incurred including deposition costs and costs for expert witnesses.

SECTION 29.

NOTICES

Any and all notices, consents, and other communications provided for herein, shall be in writing and shall be deemed sufficiently given if given by registered or certified mail, with return receipt, which shall be addressed, in the case of LICENSOR, to:

LIGHTHOUSE BROADCASTING COMPANY  
P.O. Box 258  
Rio Grande, New Jersey 08242  
ATTN: Paul Schumacher

cc: Leonard B. Stevens  
TOWER ECONOMICS COMPANY, INC.  
2015 Stone Ridge Lane  
Villanova, Pennsylvania 19085

and in the case of LICENSEE, to:

ELLIS THOMPSON CORPORATION  
5406 N. Missouri Avenue  
Portland, Oregon 97217  
ATTN: Ellis Thompson, President

With copies to:

AMCELL  
Bayport One, Verona Boulevard, Suite 400  
West Atlantic City, New Jersey 08232  
ATTN: Michael Schwartz

David A. Lokting, Esq.  
STOLL, STOLL, BERNE, FISCHER & LOKTING  
209 S.W. Oak Street  
Portland, Oregon 97204

SECTION 30.

ENTIRE UNDERSTANDING, MODIFICATIONS, ETC.

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and no modifications of this Agreement shall be binding upon either party unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF, Licensor and Licensee have caused this License to be executed in their respective corporate names and their respective corporate seals to be hereto affixed and signed by their duly authorized corporate officers, all as of the day and year first written above.

LIGHTHOUSE BROADCASTING COMPANY  
(LICENSOR)

(SEAL)

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_

ELLIS THOMPSON CORPORATION  
(LICENSEE)

(SEAL)

ATTEST: \_\_\_\_\_ By: *Ellis Thompson*  
Ellis Thompson, President

PARTY OF INTEREST:

Leonard B. Stevens, President

APPLICATION FOR SITE OCCUPANCY

COMPANY NAME: ELLIS THOMPSON CORPORATION  
COMPANY ADDRESS: 5406 N. Missouri Avenue  
Portland, Oregon 97217  
PHONE #: \_\_\_\_\_

Please fill in the following Radio Frequency (RF) Information:

TYPE OF SERVICE: \_\_\_\_\_ CALL SIGNS: \_\_\_\_\_  
TRANSMISSION LINE(s): \_\_\_\_\_  
MAKE OF EQUIPMENT: \_\_\_\_\_ FLOOR FOOTPRINT: \_\_\_\_\_  
MODEL NUMBERS: \_\_\_\_\_  
SERIAL NUMBERS: \_\_\_\_\_  
FCC Type Acceptance # Tx: \_\_\_\_\_  
FCC Type Acceptance # Rx: \_\_\_\_\_  
TRANSMITTER FREQUENCY: \_\_\_\_\_  
TYPE OF MODULATION or OTHER EMISSIONS: \_\_\_\_\_  
RECEIVER FREQUENCY: \_\_\_\_\_  
RECEIVER I.F. FREQUENCY: \_\_\_\_\_  
POWER OUTPUT RATING: \_\_\_\_\_  
CLASS OF PA OPERATION (final amplifier): \_\_\_\_\_  
TYPE OF ANTENNA & MODEL #: \_\_\_\_\_ SIZE: \_\_\_\_\_  
TYPE OF DUPLEXER: \_\_\_\_\_  
TYPE OF ISOLATER (if any): \_\_\_\_\_  
TYPE OF SECOND HARMONIC FILTER (if any): \_\_\_\_\_

Person or Service Company Responsible for its Operation:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE #: \_\_\_\_\_

APPROXIMATE COMMENCEMENT DATE: \_\_\_\_\_

  
Initial

\_\_\_\_\_  
Initial

EQUIPMENT ON TOWER

1) ANTENNAS:

2) TRANSMISSION LINES:

It is specifically understood that Equipment to be installed under this License is limited to that which is designated above.

  
Initial

Initial

PLACEMENT OF EQUIPMENT ON TOWER

1) ANTENNAS:

It is understood that Licensee may install its antenna system at the highest position available on the tower as of the date this License Agreement is executed by Licensee.

2) TRANSMISSION LINES

It is specifically understood that Equipment to be installed under this License is limited to the positions designated above.

  
Initial

Initial



EXHIBIT "C".

ARCHITECTURAL DRAWING(S) OF BUILDING TO BE ERECTED BY LICENSEE  
ON LICENSOR'S PROPERTY ... AS APPROVED BY LICENSOR.

It is specifically understood that the structure to be erected  
under this License is limited to that which is designated  
above.

  
Initial

Initial



EXHIBIT "D"

PLOT PLAN DEPICTING POSITION, SIZE, ETC., OF NEW BUILDING TO BE  
ERECTED BY LICENSEE ON LICENSOR'S PROPERTY ... AS APPROVED BY  
LICENSOR.

It is specifically understood that the structure to be erected  
under this License is limited to the positioning designated  
above.

  
Initial

Initial

LICENSE FEE SCHEDULEA) EQUIPMENT MOUNTED ON TOWER

Minimum License Fee \$800 per Month

Above fee includes up to two antennas and two transmission lines, each not to exceed 1-5/8" in diameter.

Each additional, but similar, antenna/transmission line,  
either Tx/Rx/or combination \$300 per Month

Any transmission line which feeds multiple antennas will be deemed, for purposes of this Exhibit, to have a fee level equal to the number of antennas fed; i.e., License Fee will be charged for the greater of:

- a) Number of Antennas.
- b) Number of Transmission Lines.

In the event Licensor and/or Licensee exercise the option for five years' renewal commencing January 1, 1998, as set forth in Article 13 of Licensor's Lease Agreement with Wildwood Canadian dated November 30, 1987, above License Fees will increase by a factor of 25% over total Fees then paid for the calendar year 1997.

B) TRANSMISSION BUILDING FACILITIES

Subject to approval of Licensor's Lessor (owner of subject land on which tower has been constructed), Licensor grants to Licensee the right to erect a Transmission Structure on land adjacent to the Tower. This Tower License Agreement is automatically terminated if Licensor's Lessor does not grant such approval within four weeks of the date of Licensee's signature, unless extended by mutual consent of the parties.

Such Structure will be for Licensee's exclusive use and may not exceed overall outside dimensions of 300 square feet. Licensee will be responsible for all (100%) of the costs of such construction including but not limited to all permits required by any and all regulating authorities, fencing and any other security devices. Drawings and plans for such Transmission Structure must be approved in advance by Licensor and Licensor's Lessor. Such approval may not unreasonably be withheld or delayed.

As part of this Agreement, Licensee will pay to Licensor an additional License Fee of \$300 per month for land use.

C) ESCALATION (Tower and Transmission Building Facilities)

Notwithstanding the provisions of Section 8 (Additional Fee), BASE LICENSE FEE will be increased in accordance with the following formula:

At the beginning of each calendar year, commencing 1990,  
Base License Fee will be increased by an amount equal to  
the greater of:

- a) 5%
- b) The Consumer Price Index for urban wage earners and clerical workers for the Delaware Valley Area, published by the Bureau of Labor Statistics of the United States Department of Labor (1967=100) recorded as of January 1 of the preceding year.

D) MICROWAVE ANTENNA FEE SCHEDULE (not interchangeable with vertical-type antennas)

\$100 per diameter foot, per month

E) INITIAL CHARGES, RE: ELECTRICAL INSTALLATION

Licensee shall be responsible for all (100%) of the expenses incurred to provide requisite power for operation of Licensee's facilities. Such costs include, but are not necessarily limited to, New Jersey Power & Light, and the Electrical Contractor. This represents total costs of bringing power as specified to Licensee's Transmission Building.

  
Initial

Initial

Comcast Cable  
Communications, Inc.  
40 East Swedesford Road  
Wayne, PA 19087-1867  
1-800-975-6000

FILE



June 23, 1993

David Lokting, Esq.  
Stoll, Stoll, Berne & Lokting  
209 SW Oak Street, Suite 500  
Portland, OR 97204

Dear David:

The Wilmington management team has recommended a pricing change in the Atlantic City market. They are proposing to create a new corporate rate that would be competitive with BAMS and would protect them from low usage customer segments.

The proposed plan is presented in the second page of their request. The proposed plan would have a per phone access charge of \$19.95 and would include some peak and off-peak minutes (30/30). Given the competitive issue and the low usage protection, I feel the proposed plan is a necessary addition to the Atlantic City rate structure.

If you have any questions, feel free to call me or just initial your approval and send back to my attention.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. N. Watson'.

David N. Watson  
Vice President  
Marketing & Sales

DNW/rb

Enclosure

cc: Jeff Smith  
Anna Hillman

Ellis Thompson Corp.



AM 143779

**COMCAST<sup>®</sup>**  
**CELLULARONE<sup>®</sup>**

Bouiden Interchange Park  
18 Bouiden Circle, Suite 24  
New Castle, Delaware 19720  
302 328-4400  
FAX (302) 328-6060

To: Dave Watson  
From: Joan LoPrete *JL*  
Date: June 16, 1993  
Subject: Ultra Plan Rate Change

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Due to the amount of financial exposure we have with the Ultra Plan at low usage levels, we are proposing the replacement of the Ultra Plan with three new plans. Two plans will be for the Wilmington/Dover markets and the third plan will be for Atlantic City.

Please review the attached analysis and provide comments and/or approval for Wilmington/Dover and obtain approval from Ellis Thompson. Contact me if you have questions.

Wilmington/Dover Plan 1	Current Ultra Plan	BAMS Plan	Proposed Plan
Account Access	\$120	\$125	\$125
Phone Access	N/A	\$19.95	\$19.95
Peak Rate	39¢	35¢	36¢
Off-Peak Rate	24¢	19¢	16¢
Free Peak MOU's	N/A	50	50
Free Off-Peak MOU's	N/A	15	15

The proposed plan is the same as Metrophone's Professional Plan, allowing us to accomplish the following:

1. Generate up to 291% more revenue at low usage levels.
2. Generate revenue consistent with BAMS at all usage levels.
3. Generate 5.7% more revenue monthly from current Ultra Plan subscribers.
4. Attain an additional level of continuity between Comcast Cellular One markets for the benefit of a Corporate account.

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Wilmington/Dover Plan 2	Current Plan	BAMS Plan	Proposed Plan
Account Access	N/A	\$250	\$250
Phone Access	N/A	\$19.95	\$19.95
Peak Rate	N/A	32¢	33¢
Off-Peak Rate	N/A	16¢	15¢
Free Peak MOU's	N/A	60	60
Free Off-Peak MOU's	N/A	20	25

We do not currently have a plan that matches BAMS' Annual Corporate Account Plan II. The proposed plan is the same as Metrophone's Capital Plan allowing us to remain competitive and maintain consistency between Comcast Cellular One Corporate account offerings.

Atlantic City Plan 3	Current Ultra Plan	BAMS Plan	Proposed Plan
Account Access	\$120	\$120	\$120
Phone Access	N/A	\$19.95	\$19.95
Peak Rate	39¢	35¢	36¢
Off-Peak Rate	24¢	22¢	16¢
Free Peak MOU's	N/A	30	30
Free Off-Peak MOU's	N/A	30	30

BAMS only has one annual Corporate Account Plan in Atlantic City, and it is different than their Philadelphia/Delaware pricing. The proposed plan is a combination of Metrophone and BAMS' rates, allowing us to accomplish the following:

1. Generate 18% more revenue at the average 90 MOU level than if we matched Metrophone's Professional Plan in Atlantic City.
2. Generate up to 288% more revenue at low usage levels.
3. Generate revenue consistent with BAMS at all usage levels.
4. Attain some level of continuity with Metrophone and Wilmington/Dover by offering the same peak and off-peak rates.

cc: Charles Moir  
 Anna Hillman  
 John Moerman

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